

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, AICP, Development Services Director 954-797-1101

Prepared by: Marcie Oppenheimer Nolan, Deputy Planning and Zoning Manager

SUBJECT: Resolution approving an agreement with Edward D. Stone and Associates (EDSA) for the Regional Activity Center (RAC) master plan study.

AFFECTED DISTRICT: Districts 1 and 2

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF DAVIE AND EDSA FOR THE REGIONAL ACTIVITY CENTER (RAC) MASTER PLAN; PROVIDING FOR A SCOPE OF SERVICE TO COMPLETE SAID MASTER PLAN; PROVIDING FOR A FEE SCHEDULE AND PROJECT PHASING; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

Background

The Town of Davie adopted the Regional Activity Center (RAC) land use category, consisting of 2,250 acres, in 1998. The intent of the RAC is to promote and encourage large-scale development and redevelopment that provides a mix of land uses to serve the local and regional needs of the area. The focus of the Davie RAC is on the interaction between the South Florida Education Center (SFEC), the regional transportation network and the needs of the local residents to create a Town center. Since the adoption of the land use category, the SFEC has grown in size and significance and future plans have emphasized the RAC as both the heart of the Town and strategically located in the center of Broward County with easy access to most of the major regional transportation routes. Through discussions by the large property owners in the RAC, a proposal for an area wide master plan was developed. This

master plan study will identify the future needs in the RAC based upon projected growth consistent with the goals of the Town. A master plan also ensures that redevelopment occurs consistent with a detailed development plan approved by the Town.

Steering Committee

A Steering Committee, made up of Town of Davie, Davie CRA, NSU, FAU, and Forman Holdings was established to develop a work program for implementing the vision of the RAC and to select a consultant to perform the study. The Committee selected the firm of EDSA through a published request for proposal, presentations, and final ranking by both members of the Town and the Committee. Each member of the Committee has committed to pay their fair share of the cost of the study, consistent with the agreement also on the Town Council agenda. The total cost of the master plan is anticipated at \$425,000. A grant for \$230,000 has been secured from FDOT requiring the study to include multi-modal accessibility as a major component. This issue is addressed as Phase III: "Integrating Transit into the Plan."

RAC Master Plan study

The RAC master plan study will focus on transportation and intermodal needs, land use, zoning and architecture, infrastructure needs, and socioeconomic needs including housing. The anticipated timeframe to complete the study is 8 ½ months. The Steering Committee will continue to hold bi-weekly meetings monitoring and approving each phase of the project.

The project is broken down into five (5) phases:

- Phase I: Understanding the Community
- Phase II: Design and Plan Concepts
- Phase III: Integrating transit into the Plan
- Phase IV: Creation of Land Development Regulations/Zoning and Architectural Design Guidelines
- Phase V: Documenting the Vision.

The initial phase of the study, entitled "Understanding the Community" will include several workshops with Town Council, CRA, Steering Committee members, and other affected property owners. Individual meetings will also be held with Town Council members throughout the entire process to ensure that the final study vision is consistent with the direction of the Town Council.

The final product will include a detailed master plan complete with land development regulations and architectural guidelines, a detailed street plan incorporating transit and multi-modal needs in the area and an analysis of development rights per property owner. Upon completion of the RAC master plan study, the item will be brought back

before Town Council for final approval. The implementing steps necessary can then be programmed into and adopted as part of the Town's work plan.

PREVIOUS ACTIONS: N/A

CONCURRENCES: This item was reviewed and approved by the CRA. The RAC Steering Committee approved the contract and scope of services at the November 22, 2005 meeting.

FISCAL IMPACT: Has this item been budgeted? YES
The Town will pay \$38,500 with \$16,500 from the CRA for a total of \$55,000. This item was budgeted via Resolution #2005-148.

RECOMMENDATION(S): Motion to approve.

Attachment(s): Resolution, Professional Services Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF DAVE AND EDSA FOR THE REGIONAL ACTIVITY CENTER (RAC) MASTER PLAN; PROVIDING FOR A SCOPE OF SERVICE TO COMPLETE SAID MASTER PLAN; PROVIDING FOR A FEE SCHEDULE AND PROJECT PHASING; AND TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie has designated a portion of the Town as a Regional Activity Center (RAC) land use category, and

WHEREAS, the Town wishes to implement the vision of the regional activity land use category through the creation of a RAC master plan,

WHEREAS, the Town has partnered with property owners within the RAC to coordinate the RAC master plan, and

WHEREAS, the Town has secured additional funding through a grant from FDOT focusing on multi-modal transportation opportunities within the RAC, and

WHEREAS, the Town issued a request for proposal for Master Planning services for the Regional Activity Center, and

WHEREAS, the Town selected the firm of Edward D. Stone and Associates (EDSA) and their team of sub-consultants to complete the RAC master plan study, and

WHEREAS, the Town and EDSA agree to the terms and conditions of the Professional Services Agreement and the Scope of Service, and

WHEREAS, upon execution of the agreement, the Town will issue a notice to proceed (NTP) commencing the RAC master plan study.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into a Professional Services Agreement, attached hereto as "Professional Services Agreement", between EDSA, Inc. and the Town of Davie for the completion of a subject to the terms and conditions of said Agreement.

SECTION 2. The amount of \$47,250.00 was encumbered from the Town's Contingency Account, # 001-9810-519-4901 via Resolution #2005-148 and the actual amount requested has been reduced to \$38,500.

SECTION 3. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 4. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the “**AGREEMENT**”) is made this _____ day of _____, 2005, by and between the **TOWN OF DAVIE**, a municipal corporation organized under the laws of the State of Florida (the “**TOWN**”), and **EDWARD D. STONE, JR. AND ASSOCIATES, INC.**, a Florida corporation, (“**CONSULTANT**”).

WHEREAS, the TOWN issued a Request for Proposals (the “Request for Proposals”) for Master Planning Services for its Regional Activity Center (the “Project”) for the area generally bounded by I-595, University Drive, Orange Drive and the Florida Turnpike, as copy of which is on file in the Office of the Procurement Manager, Purchasing Department of the TOWN; and

WHEREAS, various responses to the Request for Proposals were submitted and evaluated by the Steering Committee comprised of representatives of the TOWN, the Town of Davie Community Redevelopment Agency, Florida Atlantic University, Nova Southeastern University, Inc. and Austin Forman (the “Steering Committee”), as well as TOWN staff; and

WHEREAS, CONSULTANT submitted a Response to Request for Master Planning Services – Davie Regional Activity Center dated July 12, 2005 (the “Response”), a copy of which is on file in the Office of the Procurement Manager, Purchasing Department of the TOWN, and which is incorporated herein by reference; and

WHEREAS, the TOWN has determined that it is in the best interest of the TOWN to enter into this Agreement based upon the Response of CONSULTANT and the evaluation made by the Steering Committee and the staff.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the TOWN and CONSULTANT agree as follows:

ARTICLE 1

Recitals

- 1.1 **Recitals.** The foregoing recitations are true and correct and are hereby incorporated herein by reference.

ARTICLE 2

Scope of Professional Services to be Provided

- 2.1 **Professional Services.** CONSULTANT shall perform all of the professional services (the “Professional Services”) set forth in **Exhibit “A”** and within the timeframes established in **Exhibit “B”**, both as attached to this Agreement and made a part hereof in connection with the Project. The study area shall include the area included in **Exhibit “A”**. CONSULTANT shall also provide all necessary, incidental and related activities and services required in connection with the Professional Services and the Project.
- 2.2 **Scope of Professional Services.** CONSULTANT and the TOWN acknowledge and agree that the Professional Services set forth in **Exhibit “A”** do not delineate every detail and minor work task required to be performed by CONSULTANT. If, during the course of the performance of the Professional Services, CONSULTANT determines that work should be performed to complete the Project which is, in CONSULTANT’S opinion, outside the level of effort originally anticipated, CONSULTANT shall notify the TOWN’s Contract Administrator (as defined hereinafter), in writing, in a timely manner, before proceeding with the work. If CONSULTANT proceeds with said work without notifying the TOWN’s Contract Administrator, said work shall be deemed to be within the original scope of Professional Services, whether or not specifically addressed. Notice to the TOWN’s Contract Administrator does not constitute authorization or approval by the TOWN to perform the work. Without obtaining prior written

approval by the TOWN and the TOWN's Contract Administrator, the performance of work by CONSULTANT outside the originally anticipated scope of Professional Services is at CONSULTANT'S sole risk and expense.

- 2.3 Competency. CONSULTANT represents that all persons delivering the Professional Services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the Professional Services and to provide and perform the Professional Services to the satisfaction of the TOWN for the agreed compensation.
- 2.4 Standards. CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final product(s) provided to or on behalf of the TOWN shall be comparable to the best local and national standards.
- 2.5 Additional Services. The TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of this Agreement including the initiation of any additional services. The TOWN shall compensate CONSULTANT for such additional services as provided in such written amendment and in accordance with the hourly rates established in Section 3.2 hereof.

ARTICLE 3

Compensation

- 3.1 Compensation. The TOWN agrees to pay CONSULTANT, as compensation for the performance of the Professional Services provided in **Exhibit "A"** of this Agreement, a fixed fee of Four Hundred Twenty Five Thousand Dollars (\$425,000) for services rendered and the reimbursement of reasonable expenses advanced in conjunction with the Project as provided in Section 3.3. Such fee shall be paid in installments according to the following Phasing and Fee Schedule.

PHASING AND FEE SCHEDULE:

Phase I—Understanding the Community	\$ 76,000
Phase II—Design and Plan Concepts	\$ 150,300
Phase III—Integrating Transit into the Plan	\$ 120,300
Phase IV—Creation of Land Development Regulations and Architectural Design	\$ 45,100
<u>Phase V – Documenting the Vision</u>	\$ 33,300
TOTAL	\$ 410,000

Attached as **Exhibit "C"** is a breakdown of hours and fees attributable to each Phase.

- 3.2 Hourly Rate Schedule. For the purposes of determining an hourly rate schedule for any additional services requested by the TOWN and included in an amendment to this Agreement, the hourly rates of CONSULTANT and any subconsultants assigned to the Project shall be as identified on the attached **Exhibit "D"**.

CONSULTANT'S fixed fee compensation shall include all personnel costs, overhead, indirect and direct expenditures of CONSULTANT and there shall be no additional costs or related expenses unless incurred at the specific request of the TOWN and at specific preauthorized amounts.

- 3.3 Reimbursable Expenses. The TOWN shall reimburse CONSULTANT at cost for all reasonable expenses incurred ("Reimbursable Expenses") to include the following and not to exceed Fifteen Thousand Dollars (\$15,000). If reimbursable expenses exceed Fifteen Thousand Dollars (\$15,000) the CONSULTANT shall obtain the prior written approval of the TOWN'S Contract Administrator. The expenses are to be included in the overall fee for professional services as outlined in **Exhibit "C"**.
- (i) Reproduction expenses, such as printing, photocopying, photographing, photo-processing, filing, and computer storage supplies and materials;
 - (ii) Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
 - (iii) Long-distance communications charges for telephone, fax, and computer modem;
 - (iv) Commercial rentals, as required at the site of the Project, for supplies, equipment, workrooms, meeting rooms, and presentation rooms;
 - (v) Any other limited miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for the Project.
- Notwithstanding the foregoing, there will be no additional charge for the written work products described under the category of Deliverables as described in **Exhibit "A"**.
- 3.4 Work Product Approval. The TOWN's Contract Administrator shall have the opportunity to review any documentation prepared by CONSULTANT in connection with CONSULTANT'S performance of the Professional Services. At the time of, or prior to, the submission of invoices by CONSULTANT, CONSULTANT shall prepare and submit to the TOWN'S Contract Administrator such documents as required to illustrate the completion of each Phase of the Project in accordance with the Phasing and Fee Schedule. The TOWN'S Contract Administrator shall review and approve the documents submitted. In the event that the TOWN'S Contract Administrator does not approve the documents submitted by CONSULTANT, CONSULTANT shall modify and re-submit such documents for approval by the TOWN'S Contract Administrator.
- 3.5 Method of Billing. Upon the completion of each Phase of the Project as set forth in the Phasing and Fee Schedule, CONSULTANT shall submit an invoice to the TOWN in a timely manner. The invoice shall identify the nature of the Professional Services and tasks performed, the time associated with each task, and the persons performing such tasks along with their hourly rates.
- 3.6 Method of Payment. Upon the approval of the TOWN's Contract Administrator as set forth in paragraph 3.4 above, and, within thirty (30) calendar days from receipt of an invoice from CONSULTANT, the TOWN shall pay CONSULTANT ninety (90%) per cent of the fixed fee for such Phase plus Reimbursable Expenses. Reimbursable Expenses must be invoiced separately by CONSULTANT with supporting documentation and will be reimbursed by the TOWN at cost upon receipt of the invoice. Upon acceptance by the TOWN of the Final RAC Master Plan report described in Phase V of **Exhibit "A"**, the TOWN shall pay the entire amount of the invoice for Phase V and the ten (10%) retainage from each earlier Phase. The ten (10%) retainage shall only be paid if the final RAC Master Plan report as approved by the TOWN was received by the TOWN no later than ten (10) months after the issuance of the Notice to Proceed for Phase I, including any extensions approved by the TOWN's Contract Administrator.
- 3.7 Records. CONSULTANT shall keep full and detailed records of the invoices provided to the TOWN and of all expenses incurred in connection with the Project.

ARTICLE 4

Term and Termination

- 4.1 The term of this Agreement shall begin upon the issuance of a Notice to Proceed by the TOWN's Contract Administrator. CONSULTANT shall complete the Professional Services described in **Exhibit "A"** within eight (8) months and fifteen (15) days after the issuance of the Notice to Proceed for Phase I, unless extended by written authorization of the TOWN's Contract Administrator.

- 4.2 This Agreement may be terminated for cause by the TOWN or CONSULTANT upon three (3) days advance written notice by the party that elected to terminate, or for convenience by action of the TOWN upon not less than seven (7) days written notice by the TOWN's Contract Administrator.
- 4.3 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the Professional Services, failure to continuously perform the Professional Services, failure to continuously perform the Professional Services in a manner calculated to meet or accomplish the objectives of the TOWN as set forth in this Agreement.
- 4.4 In the event this Agreement is terminated for cause by the TOWN, the TOWN shall compensate CONSULTANT for all services rendered through the date of termination. Under no circumstances shall the TOWN make payment for services which have not been performed. The TOWN shall withhold the Compensation until all documents required herein are provided to the TOWN.
- 4.5 If the Agreement is terminated for cause by CONSULTANT, CONSULTANT shall complete all services through the date of termination.
- 4.6 In the event this Agreement is terminated for convenience by the TOWN, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents required herein are provided to the TOWN. Upon being notified of the TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall the TOWN make payment for services which have not been performed. CONSULTANT acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for TOWN's right to terminate this Agreement for convenience.
- 4.7 Notice of termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement.

ARTICLE 5

Contract Administrator, Staff, and Subconsultants

- 5.1 Contract Administrator. The TOWN and CONSULTANT shall each appoint a contract administrator for the Project (individually, the "**Contract Administrator**"). The TOWN's Contract Administrator shall receive direction and instructions from the Steering Committee in the administration of his or her duties. The Contract Administrator shall be the representative for each of the parties concerning the Project. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the scope of the Professional Services to be provided for the Project.
- 5.2 CONSULTANT'S Staff. CONSULTANT will make available the key staff identified in CONSULTANT'S proposal to the TOWN to provide the Professional Services for the Project, so long as said key staff are in CONSULTANT'S employment.
- 5.3 Staff. CONSULTANT shall obtain prior written approval of the TOWN to change key staff. CONSULTANT shall provide the TOWN with such information as necessary to determine the suitability of proposed new key staff. The TOWN will be reasonable in evaluating key staff qualifications when changes are requested by CONSULTANT.
- 5.4 Subconsultants. CONSULTANT shall utilize the subconsultants identified in the Response to the Request for Proposals that was a material part of the selection of CONSULTANT to provide the services for the Project. CONSULTANT shall obtain the written approval of the TOWN's Contract Administrator prior to changing or modifying the list of subconsultants submitted by CONSULTANT. The list of subconsultant

is as follows: Carter Burgess; DeRose Design Consultants, Inc.; Nova Southeastern University Institute of Government and Public Policy; Michele Mellgren & Associates, Inc.; and SB Architects. Notwithstanding the foregoing, the TOWN shall be in privity solely with CONSULTANT and CONSULTANT shall be solely responsible to the TOWN for the performance and actions of the subconsultants under this Agreement.

ARTICLE 6

Audit Right and Retention of Records

- 6.1 **Audit Right and Retention of Records.** The TOWN shall have the right to audit the books, records, and accounts of CONSULTANT and all subconsultants that are related to this Project. CONSULTANT shall keep, and shall assure that all subconsultants keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.
- 6.2 **Preservation.** CONSULTANT and all subconsultants shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the TOWN to be applicable to CONSULTANT'S or any subconsultant's records, CONSULTANT and subconsultants shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT or any subconsultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the TOWN's disallowance and recovery of any payment upon such entry.

ARTICLE 7

Insurance

- 7.1 **Required.** Prior to the commencement of the Professional Services and until completion thereof (or any duly authorized Additional Services), CONSULTANT shall, at CONSULTANT' sole cost and expense and without reimbursement by the TOWN take out, maintain and pay for the following insurance in a form or forms and with a company or companies reasonably satisfactory to the TOWN covering all of the Professional Services undertaken by CONSULTANT as follows:
- 7.1.1 **Workers' Compensation Insurance** to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws. Such policy must include Employers Liability insurance in the amount of \$100,000.00 for each accident, \$500,000.00 disease (policy limit), and \$100,000.00 disease (each employee).
- 7.1.2 **Comprehensive General Liability Insurance** with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

- 7.1.3 Business Automobile Liability Insurance with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.

Hired and non-owned vehicles.

Employers' non-ownership.

- 7.1.4 Professional Liability Insurance with the limits of liability provided by such policy to be no less than \$1,000,000.00.

CONSULTANT shall notify the TOWN in writing within thirty (30) days of any claims filed or made against the Professional Liability Insurance Policy.

- 7.1.5 Other. Any and all other insurance coverages required by applicable law.

- 7.2 Policies. Such policy or policies shall be issued by companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. All such insurance coverages shall name the TOWN as an additional insured and shall provide the policy is not cancellable and may not be materially changed until the TOWN has received at least thirty (30) days prior written notice thereof. The TOWN shall be given duplicate copies of all such insurance policies containing such coverages or appropriate certificates evidencing such coverages. The amount of insurance contained in any of the aforementioned insurance coverages shall not be a limitation of the liability on the part of CONSULTANT or any of its subconsultant. Any type of insurance or any increases of limits of liability not described herein which CONSULTANT requires for its own protection on account of statute shall be its own responsibility and its own expense.

ARTICLE 8

Indemnification

- 8.1 Indemnification of the TOWN. CONSULTANT shall at all times hereafter indemnify, hold harmless and, at the TOWN Attorney's option, defend or pay for an attorney selected by the TOWN Attorney to defend the TOWN, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of CONSULTANT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.
- 8.2 The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the TOWN Attorney, any sums due CONSULTANT under this Agreement may be retained by the TOWN until all of the TOWN's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by the TOWN.

ARTICLE 9

Notices

- 9.1 **Notices.** Whenever either party is required to give notice pursuant to this Agreement, such notice shall be in writing, sent by certified U.S. mail, return receipt requested, addressed to the party for whom it is intended as follows:

As to **TOWN**:

Tom Truex, Mayor
Town of Davie
6591 Orange Drive
Davie, Florida 33314

_____, Contract Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

As to **CONSULTANT**:

Joseph J. Lalli, FASLA
President/Managing Principal
EDSA
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, Florida 33301

Kona Gray, ASLA, Project Manager
EDSA
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, Florida 33301

ARTICLE 10

Miscellaneous

- 10.1 **Public Entity Crimes Act.** CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TOWN, may not submit a bid on a contract with the TOWN for the construction or repair of a public building or public work, may not submit bids on leases of real property to the TOWN, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the TOWN, and may not transact any business with the TOWN, in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on a convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid hereto.

In addition to the foregoing, CONSULTANT further represents that there has been no discrimination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a “public entity crime” and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

- 10.2 Bona fide Employees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 10.3 Compliance. CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- 10.4 Assignment. This Agreement may not be assigned or transferred by CONSULTANT, but shall inure to the successors and assigns of the TOWN. CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized herein.
- 10.5 Availability of Funds. The parties agree that this Agreement is subject to the availability of funds.
- 10.6 Ownership and Use of Documents

Written final work products shall be delivered to and become the property of the TOWN in the format specified in **Exhibit “A”** of this Agreement. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to the TOWN within thirty (30) days of the receipt of written notice of termination. If applicable, the TOWN may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section. Transfer of ownership of

documents and other information pursuant to this Section shall become effective upon payment by TOWN therefor.

- 10.7 Attorney's Fees; Costs. If either party to this Agreement must retain an attorney to enforce the performance of this Agreement by commencing legal proceedings, then the prevailing party to such proceedings shall be entitled to recover fees and costs from the other party, including reasonable attorneys' fees and the costs from the other party, including reasonable attorneys' fees and the costs incurred while prosecuting or defending such proceedings to a conclusion.
- 10.8 Independent Contractor. CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 10.9 Third Party Beneficiaries. Neither CONSULTANT nor the TOWN intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.
- 10.10 Discrimination. During the term of this Agreement, CONSULTANT agrees that it shall not discriminate on the basis of race, color, religion, gender, national origin, ancestry, age, marital status, physical or mental disability.
- 10.11 Governance and Venue. This Agreement shall be governed by the laws of the State of Florida and venue to enforce the terms of this Agreement shall lie in Broward County, Florida.
- 10.12 Construction. The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders, and captions and paragraph headings shall be disregarded. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such

Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

- 10.13 Truth-In-Negotiation Certificate. Signature of this Agreement by CONSULTANT shall serve as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit cost supporting the compensation of this Agreement are accurate, complete, and current at the time of such execution. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the TOWN determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.
- 10.14 Severance. In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
- 10.15 Entire Agreement. This Agreement represents the entire and integrated agreement between the TOWN and CONSULTANT and supersedes all prior negotiations, representations or agreements wither written or oral. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement may be amended only by written instrument signed by the TOWN and CONSULTANT.

This Agreement is entered into as of the day and year first written above.

TOWN OF DAVIE

ATTEST: _____

By: _____
Tom Truex, Mayor

EDWARD D. STONE AND ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT “A”

SCOPE OF SERVICES

Regional Activity Center Master Plan

This scope of services outlines the process and steps to prepare the Regional Activity Center (RAC) Master Plan (‘the Project’), identifies tasks and deliverables to be completed by EDSA, Inc. (‘the Consultant’) and support to be provided by the RAC Steering Committee (‘Steering Committee’) and Technical Committee (‘Technical Committee’).

The results of this study will identify a transit/intermodal based Master Plan providing all relevant information necessary to create a viable area for integrating transit and land use. Elements to be incorporated are intermodal improvements, multi-modal transportation and land use associations, existing parcel redevelopment interests, appropriate density and pedestrian-orientation considerations for transit supporting projects, development of zoning overlay mechanisms along with related zoning regulations and standards to facilitate mixed use development and development of architectural guidelines to supplement the proposed zoning provisions.

This scope is comprised of three (3) sections outlining 1) specific programmatic guidelines; 2) general administrative tasks; and 3) project specifics.

1. SPECIFIC PROGRAMMATIC GUIDELINES

As part of the final RAC Master Plan the following are integral components that must be researched, analyzed and integrated into the final work product.

Transit/Intermodal

- A transportation plan component identifying transportation plan objectives, needs, assessment and transportation impacts;
- Transit/Intermodal general siting plan;
- Intermodal facilities and related land-use designs and densities to support multi-modal transportation;
- Identification of necessary community intermodal system improvements; and
- Detailed renderings to show how the proposed transit improvements will work within the future community context and provide 3D animated, computer generated, multi-media presentations to summarize the projects recommendations as presented.

Land Use, Zoning, and Architecture

- Analyze the existing land uses and make recommendations on the ability to implement the RAC vision in light of the existing development rights of the Regional Activity Center (RAC);
- Develop zoning designations intended to implement the vision identified;
- Conclusion on the necessary density required to fulfill the integrated transit element;
- Develop architectural/design guidelines to implement the vision identified; and
- Conceptual architects drawings;

Infrastructure Needs

- Description of a conceptual utility infrastructure improvement in support of the proposed land uses;
- Funding strategies and analysis in a supportable forum for MPO local, federal and other governmental reviews;

Other

- The economic, social, health, housing, and other non-transportation impacts and benefits of the proposed and the various transit multi-modal/intermodal improvements.

The study area ("Study Area") area is located in the eastern portion of Davie, Florida, on approximately 2,200 acres. The land has been designated a Regional Activity Center with special development considerations. The general boundaries of the RAC are I-595, University Drive, Orange Drive and the Florida Turnpike. However, the consultant work efforts should address destination and transportation systems outside the study area that are relevant to the study area.

Phasing Plan

The tasks associated with the project are separated into distinct phases for the purposes of workshops, meetings, and payment:

		Timeframe
Phase I:	Understanding the Community	60 days
Phase II:	Design and Plan Concepts	45 days
Phase III:	Integrating Transit into the Plan	45 days
Phase IV:	Creation of Land Development Regulations and Architectural Design Guidelines	45 days
Phase V:	Documenting the Vision	60 days

Attached as "Exhibit B" is the schedule of the timeframe for the phases to be completed.

2. GENERAL ADMINISTRATIVE TASKS:

In addition to all individual scope items, Consultant will provide the following:

Communication

1. Consultant will provide monthly updates on the status and progress of the project via email to the Steering Committee;
2. Consultant will prepare and participate in bi-weekly meetings of the Steering Committee held at the NSU Administrative Building or Town Hall. This presence shall include updates and brief presentations on the status of the work and questions and feedback from the Steering Committee.
3. Consultant will ensure that all meeting notices are posted at Town Hall as required by State Statute. Such postings can be coordinated with the Town Clerk but should be separate bi-weekly meeting notices.
4. Consultant will be responsible for the management and coordination of all sub CONSULTANT to ensure that all deliverables are completed according to the schedule.
5. Consultant will prepare and participate in presentation meetings every 6 weeks to update the Steering Committee on the continuing evolution of the Master Plan;
6. If requested, consultant will participate in meetings or telephone calls with the individual Steering Committee members one (1) week prior to all public meetings to discuss the item and presentation; and

7. At required Town Council meetings, consultant will provide presentation support, as needed. These meetings will not exceed four (4). In addition, attendance at Planning and Zoning Board meetings are required, as necessary to complete the public hearing process for adoption/implementation of deliverables.

8. The consultant will attend up to two (2) Community Redevelopment Agency (CRA) meetings presenting updates on the project as it nears completion.

9. Consultant will provide electronic versions of all Deliverables listed in each scope item.

Deliverables

10. For all Deliverables where the preparation of a letter, memorandum, or report is involved, the consultant will prepare/submit a first draft; receive and incorporate first draft consolidated comments from the Steering Committee and then prepare/submit revised second draft; receive and incorporate revised draft consolidated comments from Steering Committee and prepare/submit the final document, as may be needed.

11. The Steering Committee's review time for each Deliverable has been established as ten (10) business days in the project schedule unless otherwise mutually agreed to in the future upon each occurrence. For any extension of this ten (10) business day review period by the Steering Committee, the Steering Committee shall grant an equal extension of time for completion of these services.

12. Architectural renderings are limited to 10. If additional renderings are required, the cost for same shall be separating negotiated.

13. If a map or drawing is part of any black or white report or memo, Consultant will submit the map or drawing in color.

Information/support to be provided by the Steering Committee:

1. List of persons for the project Steering Committee.
2. List of persons for the Technical Committee to include representatives from Florida Department of Transportation (FDOT); Broward County staff, particularly representatives from Transit, Transportation and Planning, Town of Davie staff, other agencies as needed, members of the Steering Committee and other technical advisors as may be appointed by the Steering Committee.
3. Attendance at workshops, interim briefings, and Steering Committee meetings.
4. Meeting minutes will be taken by the Staff Attorney for the Steering Committee

Services to be provided by the Consultant:

- Establish Steering Committee schedule of meetings to be held throughout the course of the project.
- Establish Communication Protocol between the Steering Committee and the consultant that includes identifying project contacts, the frequency of updates and meetings. Also protocol shall be established for the cancellation of any meetings.
- Schedule refinement and milestone identification.
- Technical Committee meeting schedule

Steering Committee

The Steering Committee and Technical Committee are to serve as resources for the project. The meeting schedule for the Steering Committee will be held on the 1st and 3rd Thursday of each month. The meeting locations will be held at Nova Southeastern University in the Administrative Building with the Town Hall of Davie as an alternative location, as needed. The project team will meet with the Steering Committee prior to all workshops/session and up to 6 additional meetings throughout the life of the project, in addition to the meeting requirements listed throughout the document.

Technical Committee

The role of the Technical Committee is to provide technical peer review for various sub-elements of the various phases. The Technical Committee will serve to review draft documents and recommendations

prior to final presentation before the Steering Committee but after the Steering Committee has agreed to the concepts undergoing technical review. The Technical Committee input for reviews or in-work sessions will occur in advance of the final Steering Committee approval and public sessions. The consultant will schedule four (4) meetings with the Technical Committee during the course of the project. Members of the Technical Committee shall be appointed by the Steering Committee prior to the NTP for Phase I and consistent with the list of members described above.

A written notice to proceed (NTP) will be issued as provided in this Exhibit A. At the completion of each phase, CONSULTANT shall request payment consistent with the Contract. Understanding that some preliminary research and due diligence must occur prior to a NTP for the later phases, a NTP for a prior phase shall be intended to provide for commencement of any necessary work in subsequent phases.

3. PROJECT SPECIFICS

PHASE I UNDERSTANDING THE COMMUNITY

Phase I is scheduled to be completed in approximately 60 days after receiving a written Notice to Proceed (NTP) from the Contract Administrator, as defined in the contract. Upon completion of Phase I, the Contract Administrator will provide a NTP for Phase II prior to commencement of the Phase.

1. Project startup

The Steering Committee will supply one color copy of each report document to Consultant.

1.1 Existing Reports Review – The following studies and reports prepared previously in this area will be reviewed by the consultant:

1. Nova Southeastern University Master Plan, dated Sept. 30, 2005, prepared by EDSA.
2. FAU Master Plan, dated November 2005, prepared by PGAL.
3. The Davie Settlement Plan, originally dated 1990, prepared by Dover-Kohl. (note: this plan will be revised during the course of the scope)
4. Central Broward East-West Transit Analysis documents, prepared by Carter-Burgess.
5. Central Plantation Design Overlay.
6. State Road 7 Charrette Master Plan, dated August 17, 2005.
7. University of Florida Master Plan.
8. Broward Community College Master Plan.
9. Broward County School Board Planning Studies for the immediate area.

Deliverable: A reports memo will be due three (3) weeks after receiving written NTP while the Consultant team continues to collect and review other background data.

1.2 Kickoff meeting

Consultant will begin the project by conducting a kick-off meeting with the Town of Davie Town Council and Steering Committee. This initial meeting will focus on the project goals and expected outcomes, intended audiences, relevant studies, key concerns and challenges.

Deliverable: This meeting will be held on a weekday evening with Town Council presence available. The meeting will be both a discussion of the project and graphics depicting the study area. A memo reflecting the information gathered at the meeting shall be distributed to the Steering Committee at the next scheduled meeting.

1.3 Data Collection and Review/Stakeholder Meetings

Existing studies, master plans, historical and architectural documentation, information about existing Town ordinances, etc. will be reviewed, and relevant information such as site maps, photographs, prior studies and demographics will be collected. In addition to the information gathered, Consultant will interview and meet with additional members of Town of Davie Staff, elected officials, CRA board members, Broward Community College, Broward County School Board and other key stakeholders determined by the Steering Committee. These meetings will be a maximum of 25 interviews limited to thirty (30) minutes.

In addition to interview meetings, no more than six (6) informal on site meetings of the various major stakeholders shall be conducted. These can be either individual or a group interview depending on the direction of the individual Steering Committee members and major stakeholders.

Deliverables: The Town will supply a list of stakeholders for the consultant to interview. These meeting shall be occurring throughout Phase 1 but must be concluded before the draft master plans are presented to the Steering Committee.

Data Collection/Information to be provided by the Consultant:

1. GIS (ESRI – ArcView format) maps, data and aerial photographs that illustrate conditions within the study area. Data required for the creation of base map, digital format to include:
 - a. Street map describing street ownership
 - b. Right-of-way lines defining all streets, blocks, lots, parcels, etc.
 - c. Large building footprints
 - d. Pavement edges
 - e. Parking structures
 - f. Sidewalks and other pedestrian areas
 - g. Water bodies
 - h. Environmental sensitive areas
 - i. Study area boundaries
 - j. Aerial photographs of the Study Area at least 1 mile beyond on all sides (digital format either .TIFF or .JPG)
 - k. Planned and proposed projects in study area
 - l. Planned and proposed projects in the South Florida Region that have the potential to integrate into the master plan.
 - m. Historic landmarks
 - n. Future land use designations
 - o. Zoning districts
2. Broward County Property Appraiser information
3. Land Development Code Regulations
4. 2000 census data and published updates including population and income by block category
5. Current or updated traffic counts of principal arterials and internal roadways in the Study Area
6. Current and forecast corridor intersection levels of service
7. Vehicle-vehicle and vehicle-pedestrian/bicycle accident data by type and location in the corridor
8. Existing transit service to the area
9. Locations of major utility trunk line and easements

1.4 Process Map, Strategy and Master Schedule

This document will detail the anticipated timeline for completion and strategy for adhering to the deadlines. Included in this timeline/schedule will be dates of key public meetings, dates of regularly scheduled meetings and deliverables.

Deliverables: This document shall be provided to the Steering Committee by the third regularly scheduled Steering Committee meeting.

1.5 On-Site Tour/Conditions Survey

Early in the process, one (1) on-site tour of the RAC will be coordinated and scheduled by EDSA with all Steering Committee members and major stakeholders, with the involvement of Town Council. This tour will serve as a vehicle for discussion of opportunities and constraints within the RAC. This tour will also identify key community landmarks that can be enhanced as part of this master plan. Throughout the process two (2) additional on-site tours will be coordinated with the Steering Committee and major stakeholders

Deliverables: The date of the initial tour will be determined at the initial kick-off meeting with the Steering Committee. The list of major stakeholders will be determined by the Steering Committee.

1.6 Preliminary RAC Vision Refinement

Upon completion of all the required reading and analysis of projects ongoing in this area, a preliminary RAC vision will be presented outlining key resources of the RAC. This preliminary vision will be used as the basis for the information presented at the public meetings and workshops. This RAC vision shall include the community intermodal component crucial to the success of this master plan endeavor.

Deliverables: This visual based document shall be provided to the Steering Committee for review no later than one (1) month after the NTP. This document shall consist of conceptual plans with bubble diagrams, transit pathways, building massing etc. in a manner to stimulate discussion and clarification for a final conceptual master plan.

1.7 Analysis of Existing Economic and Physical Conditions

The EDSA Team will prepare in-depth analysis of characteristics, conditions and trends. The key task will be the preparation of base maps of the study area. With these base maps EDSA will then develop a series of analysis drawings and memos that document and illustrate issues related to economic conditions, physical characteristics, development character and density, and other issues. The context analysis will include a summary memo and framework diagram to illustrate the major Town-wide influences, including land use and zoning, current growth areas, transportation routes including local community buses and other forces.

Baseline Information to be gathered by the Consultant:

1. Transit quality-of-service analysis for the current year and horizon year 2030. These levels of services standards shall include headway, spacing and capacity of transit routes.
2. Intersection level-of-service projections for the current year and horizon year 2030
3. Pedestrian/bicycle patterns.
4. Pedestrian/bicycle safety assessment and pedestrian-vehicular conflict analysis.

Projections of future conditions:

Using existing cutting edge transit technology, the above mentioned baseline studies are to be used to project out how transit/pedestrian and bicycle master plans will influence land use density resulting in economic stimulation.

Deliverables:

1. Base map that incorporates elements of physical characteristics analysis

2. Economic condition summary: identification of the primary economic drivers and trends, including current user groups, key activity areas, and underutilized property.
3. Economic analysis map: identification of real estate market conditions and study area context, providing a synopsis of impact on redevelopment.
4. Physical characteristics analysis: a technical memo, figures and maps to summarize and illustrate the areas existing land use patterns and design character, building densities and setbacks, adjacencies and edge conditions, streetscapes and pedestrian systems, parks and open spaces and important property ownership and transportation systems and public facilities.

1.8 Summary of Opportunities and Constraints

Based upon the physical and economic analysis – including the area context, physical and economic planning considerations, data collection and review, on-site tour and conditions survey, preliminary RAC vision refinement, and input from the kick-off workshop and interview, EDSA will highlight strengths and assets that could serve as building blocks for the future, identify opportunities for physical improvements and economic development, and acknowledge challenges and hurdles that could prevent constraints to growth and development.

Deliverables: Summary memo, including maps of the RAC opportunities and constraints.

1.9 Workshop

EDSA will hold two (2) half day workshops, open to the public, to facilitate feedback and interaction from interested parties on the common elements to be included into the planning stages of the project. The location and advertising of the meetings will be determined during the initial Steering Committee meetings. These workshops are to include graphic materials both to present and to allow public interaction. The material available shall include all data collected up to this point.

Deliverables: These meetings will provide an additional level of review to ensure that the major component parts of the process are consistent with the overall vision of the RAC. Consultant shall prepare, coordinate and distribute the workshop invitations. This includes developing the draft notice, making revisions, and sending out the notices.

1.10 Public Meeting

Upon conclusion of the workshop and adequate time to incorporate suggestions, a public meeting shall be held to apprise all interested members of the status of the project to date. This meeting shall also include an opportunity to provide feedback and suggestions.

Deliverables: The date of the public meeting will be determined at the initial kick-off meeting with the Steering Committee. Consultant shall prepare, coordinate and distribute the public meeting invitations. This includes developing the draft notice, making revisions, and sending out the notices.

PHASE 1 FINAL DELIVERABLE. Technical Memorandum

To finalize Phase I: Understanding the Community, EDSA will prepare a technical memorandum. This document, which will form the basis for the draft and final reports to be prepared in later phases of the study, will outline the results of the kick-off meeting and first public workshop, summarize the review of completed planning studies, document the analysis and findings, and identify any outstanding economic, physical and programmatic issues that require further review or decisions. It will also include maps and other graphic to supplement the written analysis.

PHASE II: DESIGN AND PLAN CONCEPTS

Phase II is scheduled to be completed in approximately 45 days after receiving a written NTP from the Contract Administrator. Upon completion of Phase II, the Contract Administrator will provide a NTP for Phase III prior to commencement of the Phase.

1.1 Master Plan Evolution

Consultant will provide the Steering Committee with up to three (3) draft concept plans at one of the regularly scheduled meetings. These drafts will be discussed and fine tuned prior to the completion of the preferred concept redevelopment plan.

These plans shall integrate the following information:

1. Existing conditions plan and aerial
2. Open Space plan
3. Circulation and traffic plan
4. Infrastructure plan
5. Sidewalks and pedestrian plans
6. Phasing plan
7. Specific land uses for parcels/sub-areas within the RAC
8. Conceptual master plan
9. Locations for intermodal connection to the Central Broward East-West Transit Analysis Locally Preferred Alternative.
10. Transit, multi-modal and intermodal transportation improvements, as they may be refined in the during Phase III work efforts.
11. Locations for alternative sites for the Central Broward East-West Transit Analysis maintenance facility identified in the RAC area.
12. Enlargement plans of key areas, as selected by the Steering Committee in Phase I.
13. Character selection and elevations
14. Perspective sketches
15. Preliminary order of magnitude cost

Deliverables: This meeting shall be the first meeting of Steering Committee upon issuance of the NTP for Phase II. Upon completion of the three (3) concepts, the Steering Committee will hold a meeting with the Consultant will occur to discuss and select the key elements to incorporate into the final master plan.

The concept plans shall be graphic representations on presentation boards no smaller than 24" X 36". Separate 11" x 17" color plans shall be provided to all members of both the Steering Committee and the Technical Committee. These plans shall include the details required in section 1.1 above. The multiple layers of data can be presented on separate boards or overlays for ease of understanding. In addition, concept illustrations boards shall be provided at the time of presentation of the concepts.

1.2 Preferred Concept Redevelopment Plan

The preferred concept will be based upon feedback from the Steering Committee at the time of discussion of the draft plan meeting. The preferred concept plan will include the same information as detailed in section 1.1 above. Particular attention shall be paid to the following areas:

1. Implementation strategies;
2. Cost estimates;
3. Character elevations;
4. Circulation and Traffic Plan including transit, multi-modal and intermodal transportation improvements; and
5. Utility Infrastructure.

Deliverables: The presentation of the final plan will occur two (2) weeks after the preferred concept plan is selected.

The preferred alternative shall be developed for presentation to the Steering Committee through presentation boards detailing the items listed in Section 1.1 Master Plan Evolution above. These boards shall be colored plan drawings. In addition, a minimum of three (3) color perspective sketches are to be provided on major transit/intermodal intersections. Character sketches are to be provided and elaborated upon from feedback provided at the time of the selection of the preferred alternative meeting.

PHASE II FINAL DELIVERABLE: Design and Plan Concepts

To bring closure to Phase II: Design and Plan Concepts, EDSA will prepare both a report and a conceptual master plan. These documents will become the basis for the future phases including the location of transit/multi-modal and intermodal opportunities, the identification of land use needs and preparation of regulatory items.

PHASE III: INTEGRATING TRANSPORTATION INTO THE PLAN

Phase III is scheduled to be completed in approximately 45 days after the final design and plan concepts have been accepted by the Steering Committee. There will be no separate notice to proceed in this phase because the Community Intermodal System as well as transit improvements should be integrated into the Plan from the beginning of the conceptualized plan elements. Separating out Phase III is necessary to properly address the important role transit, multi-modal and intermodal system improvements plays in this entire study but should not be meant to suggest that transit, multi-modal and intermodal analysis should wait until this time.

1.1 Transit, Multimodal and Intermodal Improvements.

The transit and intermodal component of this master plan is crucial to the success of the redevelopment effort. Great time and attention must be spent on incorporating transit and intermodal opportunities that can and will be implemented as well as the relationship of the land use to the transportation elements from an intermodal and multimodal perspective. In addition, any requirements of the joint participation agreement (JPA) between the Town of Davie and the Florida Department of Transportation (FDOT) shall be required elements of this master plan and mobility study. Attention should also be paid to funding mechanisms that support transit, multi-modal and intermodal initiatives and integrate those types of requirements into the plan. Identification of a transit station and intermodal improvements, located in Phase II, shall be expanded to include: ridership projections, functional requirements, land use compatibility, potential impacts, displacements, pedestrian access/egress and cost.

Deliverables:

Transportation components developed during the course of the workshops shall consist of the following:

1. Transportation plan objectives;
2. Needs assessment and transportation impacts;
3. Transportation plan;
4. Identify intermodal facilities and related land use, designs, and densities to support multi-modal transportation.
5. Identify potential locations and associated supporting land uses for Central Broward East-West Transit Analysis stations and maintenance facility.
6. Development of a Community Intermodal System (CIS) visioning and educational program (at least five events) with online education ability and conferencing.

7. Include a cost-benefit analysis of the requirements of additional density necessary to support transit balanced against potential funding sources.
8. Transit station function and design; and
9. Five (5) or more detailed renderings to show proposed, multi-modal and intermodal transit improvements within the future community context.

1.2 Land Use

Land uses shall be analyzed in light of multimodal transportation districts. Included in this land use analysis shall be information regarding:

- transit supported densities;
- increased density to achieve the optimal transit-land use connection;
- transit oriented development/design;
- pedestrian-oriented design;
- transit supported densities;
- community intermodal system improvements; and
- other factors related to uses appropriate for transit oriented development plans for the RAC and neighboring areas.

The economic, social, health, housing, and other non-transportation impacts and benefits of the proposed community and transportation improvements shall be included in this master plan and mobility study.

Based upon the outcome of the Master Plan, increased intensity and density to achieve the optimal transit-land use connection may be required. It is anticipated that the consultant team will also process any required land use plan amendment through all appropriate governmental agencies. The application fees shall be paid by the Steering Committee.

Deliverables: A report shall be issued identifying the existing and proposed land use functions within the RAC. This report will become the basis for discussions with Broward County Planning Council on increased intensities and densities, if needed, as identified in the report. Special attention shall be spent on the impact on transit on any proposed increases in intensities.

1.3 Preliminary Implementation Strategy

The transportation study area for this component will consist of the Davie RAC, significant properties and destinations adjacent to or nearby the Davie RAC and current and proposed transportation system facilities that could have an impact on the study area.

At this stage, preliminary funding strategies analysis and support documentation for MPO, local state, federal and other governmental reviews should begin. Included in this review will be mass-transit funding available through the County, State and Federal agencies. This item shall be completed as part of the Phase V.

Deliverables: All information summarized to comply with the FTA New Starts or similar funding requirements, as appropriate. This will include, but not be limited to a summary of all land use data. Additional funding opportunities identified throughout the prior phases shall also have their funding requirements summarized and the related project proposals prepared for implementation efforts.

PHASE IV: CREATION OF LAND DEVELOPMENT REGULATIONS, ZONING REGULATIONS, AND DESIGN GUIDELINES

Phase IV is scheduled to be completed in approximately 45 days after receiving a written Notice to Proceed (NTP) from the Contract Administrator. Upon completion of Phase III, the Contract Administrator will provide a NTP for Phase IV prior to commencement of the Phase.

1.1 Land Development and Zoning Regulations

The preparation of Land Development Regulations shall be based upon concepts in keeping with the final design and plan concepts developed as part of the master plan. It is envisioned that such concepts will incorporate elements of urban in-fill, transit oriented and pedestrian oriented design and form based codes. The preparation of any regulations shall be drafted with these concepts in mind.

These regulations shall include, but not be limited to, attention to density, height, bulk, massing and mixes of appropriate uses. Parking placement and number of required parking spaces and related intermodal improvements shall also be addressed. The relationship of building heights to street widths shall form the basis of the building massing guidelines. Particular attention shall be paid to the non-conforming uses and sites within the RAC and strategies to encourage compliance.

Deliverables:

1. The preparation of these regulations shall be phased over three (3) drafts. Each draft shall be reviewed by the Technical Committee before final documents are distributed to the Steering Committee.
2. Tables and graphics needed to explain and implement any regulation shall be incorporated into the document as part of the existing scope.

1.2 Design/Architectural Guidelines

Consistent with the direction of the regulations as stated above, the design and architectural guidelines form an integrated approach to redevelopment. The preparation of these regulations shall be phased over three (3) drafts. Each draft shall be reviewed by the Technical Committee before final documents are distributed to the Steering Committee. Tables and graphics needed to explain and implement any regulation shall be incorporated into the document as part of the existing scope.

The architectural theme is to be established through the meetings held in Phase I and the final design and plan concept plan approved in Phase II. Based upon this direction, the architectural theme will be established for the RAC through a design guidelines manual which will include specific guidelines compatible and integrated with the existing Western Theme designated area of the Town of Davie.

Design specifics shall include attention to:

- design of multi-story buildings;
- placement of building signage;
- pedestrian interaction from the street;
- mixed-use parking structures;
- multi-mode corridors and intermodal facilities;
- community transit;
- transit facilities; and
- other tools as necessary to implement the master plan.

Deliverables: Final documents shall be in a format to be adopted by the Town of Davie and shall include, but not be limited to:

- Conceptual architectural drawings;

- Architectural guidelines/zoning overlays district component;
- Process for expedited approval of plans consistent with the RAC master plan; and
- Support graphics, including cross sections and building envelope studies.

1.3 Draft Landscape and Streetscape Beautification Plan

The final element of the implementing redevelopment strategy for this area will be the attention paid to public spaces. The study shall include the design of typical street and mixed-mode corridor cross section, including landscaping, street lighting, public parks, plazas and rest stops. Attention to transit shelter and transit access strategies located and developed throughout the RAC will also be part of this plan.

Deliverables: A final graphic plan shall be provided to detail the following:

- pedestrian-oriented designs for streetscapes;
- sidewalks and pedestrian areas both existing and proposed;
- mixed-use parking structures;
- typical streetscapes based upon road classification;
- cross-sections of typical mixed-mode corridors as well as typical streets designed to promote transit access;
- street amenities such a transit shelters and other necessary transit required infrastructure; and
- transit oriented design and related intermodal linkages;

PHASE IV: FINAL DELIVERABLE

Creation of Land Development Regulations and Architectural Design Guidelines

To bring closure to Phase IV: Creation of Land Development Regulations and Architectural Design Guidelines and Streetscape Plans, EDSA will prepare draft regulations and design guidelines to be reviewed by the Technical Committee and then forwarded to the Steering Committee for final comments and approval.

PHASE V: DOCUMENTING THE VISION

Phase V is scheduled to be completed in approximately 60 days after receiving a written Notice to Proceed (NTP) from the Steering Committee. Upon completion of Phase IV, The Steering Committee will provide a NTP for Phase V prior to commencement of the Phase.

Prior to presentation of the final RAC Master Plan report, EDSA will have a working meeting with the members of the Technical Committee and the Steering Committee to review the draft documents prior to finalization.

The final documents shall include the following:

- All information consolidated from the prior phases
- Implementation strategies
- Costs
- Funding strategies, including various governmental agencies opportunities.
- Timing and Phasing over five year increments;
- New public facilities, proposed street, mixed-mode corridor, plaza and park design improvements, circulation strategies, and location of key redevelopment concentration
- Description of conceptual utility and infrastructure improvements supportive of the proposed land uses; and
- Concepts for building types and guidelines

Deliverables:

1. Final RAC Master Plan report: Fifty (50) printed and bound reports and digital .pdf file.
2. All other original boards and drawings produced throughout the project;
3. Digital copies of all power point presentations;
4. One 3-D animated computer generated multi-media presentation to summarize the project recommendations to support print and Power Point presentation of project recommendations.

EXHIBIT “B”

Project Phasing Schedule

The project shall be completed within 8.5 months from the date of notice to proceed (NTP) from the Steering Committee as described below:

		Timeframe
Phase I:	Understanding the Community	60 days
Phase II:	Design and Plan Concepts	45 days
Phase III:	Integrating Transit into the Plan	45 days
Phase IV:	Creation of Land Development Regulations and Architectural Design Guidelines	45 days
Phase V:	Documenting the Vision	60 days

Note: This timeframe refers to calendars days.

December 21, 2005

EXHIBIT "C"

PROFESSIONAL SERVICES HOURS/FEE BREAKDOWN Regional Activity Center Master Plan

PHASE I - UNDERSTANDING THE COMMUNITY	HOURS	FEES
1.1 Review of existing reports	52 hours	\$5,200
1.2 Kickoff Meeting	83 hours	\$7,500
1.3 Data Collection and Review / Stakeholder Meetings	92 hours	\$8,300
1.4 Process Map, Strategy and Master Schedule	27 hours	\$2,500
1.5 On-site Tour/Conditions Survey	64 hours	\$5,800
1.6 Preliminary RAC Vision	102 hours	\$9,200
1.7 Analysis of Existing Economic and Physical Conditions	66 hours	\$6,000
1.8 Summary of Opportunities and Constraints	62 hours	\$5,600
1.9 Workshop	136 hours	\$12,300
1.10 Public Meeting	63 hours	\$5,200
1.11 Final Phase I Deliverable (Technical Memo)	16 hours	\$8,400
TOTAL FOR PHASE I	763 hours	\$76,000
PHASE II – DESIGN AND PLAN CONCEPTS		
2.1 Master Plan Evolution	595 hours	\$71,500
2.2 Preferred Concept Redevelopment Plan	385 hours	\$46,300
2.3 Final Phase II Deliverable (Design and Plan Concepts)	273 hours	\$32,500
TOTAL FOR PHASE II	1,253 hours	\$150,300
PHASE III - INTERGRATING TRANSIT INTO THE PLAN		
3.1 Transit, Multimodal and Intermodal Improvements	560 hours	\$67,200
3.2 Land Use	130 hours	\$15,600
3.3 Preliminary Implementation Strategy	102 hours	\$12,300
3.4 Final Phase III Deliverable (Transit Plan Concept)	283 hours	\$25,200
TOTAL FOR PHASE III	1,075 hours	\$120,300
PHASE IV – CREATION OF LAND DEVELOPMENT REGULATIONS, ZONING REGULATIONS AND DESIGN GUIDELINES		
4.1 Land Development and Zoning Regulations	182 hours	\$17,200
4.2 Design/Architectural Guidelines	121 hours	\$10,300
4.3 Draft Landscape and Street Beautification Plan	150 hours	\$12,000
4.4 Final Phase IV Deliverable (Land Development Regulations and Guidelines)	110 hours	\$5,600
TOTAL FOR PHASE IV	563 hours	\$45,100
PHASE V – DOCUMENTING THE VISION		
5.1 Compile completed graphics, text and editing	120 hours	\$9,000
5.2 Final Phase V Deliverable - Booklet Graphic Design	324 hours	\$24,300
TOTAL FOR PHASE V	444 hours	\$33,300
SUBTOTAL FOR LABOR		\$410,000
REIMBURSABLES		\$15,000
PROJECT TOTAL		\$425,000

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R A T E S C H E D U L E

Effective April 1, 2005 Exhibit "D"

Chairman/Principal	\$250 to \$300 per hour
Associate Principal	\$175 to \$200 per hour
Vice President	\$150 per hour
Senior Associate	\$120 per hour
Associates	\$100 per hour
Design Staff I	\$ 85 per hour
Design Staff II	\$ 70 per hour
Draftsperson I	\$ 55 per hour
Draftsperson II	\$ 50 per hour
Clerical Staff	\$ 50 per hour

Owner's Initials _____

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